



City of Cudahy • Personnel Committee
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October 30, 2014

A meeting of the **Personnel Committee** of the City of Cudahy has been scheduled for **Wednesday, November 5, 2014 at 6:45 P.M.** at the City of Cudahy Municipal Building at 5050 S. Lake Drive, Cudahy, WI 53110.

Call to Order, Statement of Public Notice, and Roll Call

AGENDA

Old Business

None

New Business

1. Discussion and necessary action regarding approval of Ordinance No. 2306.4 entitled "An Ordinance Fixing the Wages, Salaries and Fringe Benefits of the City of Cudahy Police Department Command Officers Commencing January 1, 2013.
2. Adjourn.

There is the possibility that the meeting will be recessed and reconvened following the 7:00 meeting of the Common Council.

Your presence is requested.

Mary Schissel /s/Chairman
cc: Aldermen, Mayor, Clerk, Comptroller,
Sgt. Kitzrow, City Attorney, Press and Posting

Public Notice

Upon reasonable notice, a good faith effort will be made to accommodate the needs of individuals to participate in public meetings who have a qualifying disability under the Americans with Disabilities Act. Requests should be made as far in advance as possible, preferably a minimum of 48 hours. For additional information or to request this service, contact the Cudahy City Clerk at (414) 769-2204. The meeting room is wheelchair accessible from the west entrance on S. Lake Drive.

ORDINANCE NO. 2306.4

**AN ORDINANCE FIXING THE WAGES, SALARIES
AND FRINGE BENEFITS OF THE CITY OF
CUDAHY POLICE DEPARTMENT COMMAND
OFFICERS COMMENCING JANUARY 1, 2013**

The common Council of the City of Cudahy do hereby ordain as follows:

Section 1. The wages, salaries and fringe benefits of the City of Cudahy Police Department Command Officers, as last itemized in Ordinance 2306.2 & .3 and as governed by the Board of Police and Fire Commission shall be changed as follows commencing January 1, 2013, all other Articles or portions of Articles not referenced herein remaining the same:

MEMORANDUM OF AGREEMENT

**BETWEEN
CITY OF CUDAHY
AND
POLICE DEPARTMENT
COMMAND OFFICERS**

**ARTICLE I
WAGES AND SALARIES**

The wages of the Command Officers in the City of Cudahy Police Department, governed by the Board of Police and Fire Commission commencing January 1, 2013, shall be as follows:

Police Lieutenant:

As of 01/01/13 (2%)
\$6,722.7767 monthly (\$38.7853/hr)
As of 01/01/14 (2%)
\$6,857.24 monthly (\$39.5610/hr)
As of 01/01/15 (2%)
\$6,994.39 monthly (\$40.3522/hr)

Detective Sergeant:

As of 01/01/13 (2%)
\$6,394.05 monthly (\$36.8887)
As of 01/01/14 (2%)
\$6,521.9267 monthly (\$37.6265)
As of 01/01/15 (2%)
(\$6,652.36 monthly (\$38.379)

Patrol Sergeant:

<u>As of 01/01/13</u> (2%)	
\$6,166.03 monthly	(\$35.5733)
<u>As of 01/01/14</u> (2%)	
\$6,289.3567 monthly	(\$36.2848)
<u>As of 01-01-15</u> (2%)	
\$6,415.1533 monthly	(\$37.0105)

It is understood that any reference to Sergeant in this Agreement shall apply to both Detective Sergeant and Patrol Sergeant.

ARTICLE II
WORK SCHEDULE

The normally scheduled workweek for members of the bargaining unit shall be 5-2, 4-2 work cycle.

As of 01/01/91, the hourly base pay rate for all members shall be computed by dividing the member's annual salary by 2,080 hours. This computation shall include, but not necessarily be limited to, the following:

1. Overtime
2. Extra Duty Hours
3. Holiday Pay
4. Comp Time Buy Out\
5. Severance Pay
6. Future Benefits

Command Officers may change their duty/shift hours on a yearly basis. Such assignments shall be from 01/01 to 12/31 of each calendar year. If required, officers shall flex shifts with a five (5) calendar day notice for a period of time of at least four (4) calendar days. Such disruption shall be done only when necessary to ensure continuity of supervision and to maintain a cost effective operation.

ARTICLE III
SHIFT PREPARATION

Effective January 1, 1992, all command officers shall report for shift preparation fifteen (15) minutes prior to their starting time. Command officers shall report for roll call in the required uniform of the day.

Effective April 9th, 2004, the Sergeant must report fifteen (15) minutes before the start of their respective shift for the purpose of roll call. Sergeants shall be paid at their current hourly rate (not overtime) for 15 minutes of roll call. Sergeants shall not receive any compensation for roll call unless they are in active employment status that day. It is expressly understood that roll call shall not be paid for sick leave, compensatory time, funeral leave, holidays, vacations days, personal days, etc. Such payments shall be made annually no later than the second pay period in January the following year.

ARTICLE IV
FRINGE BENEFITS
COMMAND OFFICERS

The fringe benefits and longevity pay for the Command Officers of the Police Department, not covered by collective bargaining, are as changed as follows:

A. SHIFT DIFFERENTIAL: Command officers on second or third shift shall be paid a shift differential of twenty-five cents (\$0.25) per hour based on the shift assigned regardless of actual shift worked. It is understood that the officer must actually report to and work on the second or third shift to receive shift differential pay. Officer will receive all pay including shift differential if injured while on duty.

B. EDUCATIONAL INCENTIVE COMPENSATION: Effective upon signing this ordinance, the City agrees to reimburse the members of the Department for tuition and books for police courses and other related courses approved in advance by the Chief of Police. Reimbursement shall be made only where payment is not made by some other government or public agency, and where a certificate of satisfactory completion with grade point 2.0 OR ABOVE (grade Of "C" or better) has been presented to the Chief. No employee shall be allowed to carry more than two (2) courses (six maximum credits) per semester without the approval of the Chief. When a member has completed course work requiring the use of a given text for which he/she has been reimbursed by the City, the member shall return the book(s) to the Chief for use by other Department members.

If the Association members were to leave the Cudahy Police Department for any reason, the member's required to reimburse the Department for the cost of tuition and books from the final paycheck in the following percentages:

Within one (1) year after completing the course -100% reimbursement of tuition and books.

Within two (2) years after completing the course – 75% reimbursement of tuition and books.

Within three (3) years after completing the course – 50% reimbursement of tuition and books.

Within four (4) years after completing the course – 25% reimbursement of tuition and books.

C. LIFE INSURANCE: The City agrees to pay the full amount of the current group life insurance program during the term of this ordinance.

D. UNIFORM ALLOWANCE: The City agrees to pay all employees an annual uniform allowance of five hundred fifty dollars (\$550.00) effective January 1, 2011 and five hundred seventy-five dollars \$575.00 effective January 1, 2012. One half of this amount shall be paid to each employee on June 1st and one half on December 1st of each year with payments to coincide with the closest payroll period.

Commencing on the date this ordinance is adopted by the Common Council, the City maintains an obligation to repair or replace any uniform items damaged or contaminated beyond use during normal and acceptable police functions. The city will reimburse the command officers the price of

replacement. The Command officer shall include the damages in the incident report and request the prosecuting attorney, when appropriate, seek restitution for the City. The repair or replacement of uniform items is to be determined by the Chief after an assessment of the Uniform Repair/Replacement Report. The Repair/Replacement form is to be filed within ten (10) working days of the incident.

E. MEDICAL AND HOSPITALIZATION INSURANCE: The parties agree to reopen health insurance immediately upon passage of a state or national health insurance plan for purposes of modifying current ordinance language, if present ordinance is in violation of any state or federal law.

1. Such hospital and surgical insurance shall be provided to the employees 30 days from the date of his employment. No employees shall make any claim against the City for additional compensation in lieu of or in addition to the insurance premiums paid because he does not qualify for the family plan.

2. Effective January 1, 2013 for all full time employees, the City shall pay ninety-five percent (95%) of the lowest cost qualified plan January 1, 2014, the City shall pay ninety-two percent (92%) of the lowest cost qualified plan; January 1, 2015 the City shall pay eighty-eight (88%) of the lowest cost qualified plan. All employees shall pay any premium costs in excess of the designated City contribution based on the lowest cost qualified plan.

3. The City shall implement a premium only section 125 pre-tax plan.

4. a. For full time employees who retire before July 1, 2003 at or after the normal retirement age pursuant to WRS, the City will pay 100% of any Wisconsin HMO in the State plan or comparable plan for either single or family, selected by the retiree. Effective for any new retirees on or after July 1, 2003 who retire at or after the normal retirement age pursuant to WRS the City shall pay 100% of the lowest cost qualified plan in the Milwaukee County area or comparable plan.

b. Effective January 1, 2009, the City shall pay 95% of the lowest cost qualified plan in the Milwaukee County area or the rate paid by the City for active employees, whichever is less for those full time employees hired into the department on or after June 20, 2007 and who retire at not less than age 53 and with at least 15 years of continuous service with the City of Cudahy. The retiree shall pay any premium costs in excess of the designated City contribution based on the lowest cost qualified plan.

c. The City will continue to pay the amount specified until the employee is eligible for Medicare. If the retired employee secures employment with another employer and /or is eligible for health plan coverage while gainfully employed, he shall not be eligible for paid coverage under the City's group health plan. Should a retiree select or only be eligible for single coverage at retirement or thereafter, the retiree may not select paid family coverage at a later date.

d. If a retiree is eligible for the lowest cost qualified plan, the City will issue a check to a health insurance company of the retiree's choice for the lesser amount of the retiree's actual current health insurance premium or the amount of the premium the City would otherwise have paid for the retiree. The retiree shall comply with such reasonable procedures as may be adopted by the City for processing such payments. Such payments are subject to the same terms and conditions as in the paragraphs above.

5. Nonduplication: In the event that one or more related individuals who are eligible to be covered by the same subscriber number (and/or provided through the City of Cudahy) are employed by the City of Cudahy, only one family plan will be provided by the City of Cudahy. The affected employees shall determine which person shall carry the insurance and which shall be a dependent. Whenever affected employees under this section are employed by the City, a written certification of nonduplication of family health insurance coverage shall be submitted by said employees. In the event that one of the affected employees should die, the remaining employee shall continue to receive the applicable coverage (family or single). If the affected employees should divorce or separate from eligible coverage for any reason, all affected employees would be entitled to receive the applicable coverage (family or single)

6. Change in Status: It shall be the employee's responsibility to notify the City of any change in family status for health and dental insurance coverage. This shall include, but not be limited to, changing from family to single coverage or eligibility for other medical plan coverage following retirement.

Such notification shall take place within thirty (30) days of the change in family status. Failure to notify the City shall result in the employee assuming responsibility for the additional cost until corrected.

7. All health and surgical coverage is governed by the policy contract and/or other plan documents.

8. Medical and hospital insurance coverage shall be available to all duty disabled full-time employees who are disabled under Section 40.65 or 40.63 Wis. Stats. The City shall pay 80% of the premium amount in effect for the lowest cost qualified plan in the Milwaukee County area under the Wisconsin Public Employer's Group Health Insurance Plan (for Participating Local Government Employees and Annuitants) and will continue to pay toward the employee's health insurance coverage so long as the employee remains disabled, and until the employee qualifies for Medicare.

F. **WISCONSIN RETIREMENT FUND**: Officers shall be covered under the State of Wisconsin Retirement Fund in accordance with Chapter 41 of the Wisconsin Statutes. Beginning January 1, 2013, Police Command members hired prior to June 28, 2011, shall pay the first 1.5% of the Employee contribution. Beginning January 1, 2014, Police Command members hired prior to June 28, 2011 shall pay the first 3.0% of the Employee contribution. Beginning January 1, 2015, Police

Command members hired prior to June 28, 2011 shall pay the first 4.5% of the Employee contribution. Based upon Act 10/32 legislation, Command members hired after June 28, 2011 shall pay 100% of the employee required contribution effective January 1, 2013. Such contributions are calculated from the Employee's gross earnings. All such payments of contributions made by the City shall be reported to the Wisconsin Retirement Fund in the same manner as though deducted from the earnings of participating Association members. These payments or contributions, which were deducted from the earnings of participant, it being understood that such payments are made by the City, shall not be considered municipality contributions. The City shall continue to contribute the Employer share of total gross earnings to the Wisconsin Retirement Fund according to the established past practice, without change or alteration.

G. HOLIDAYS: The City shall provide a holiday schedule consisting of ten (10) full holidays. These holidays are as follows:

New Years Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Years Eve
Friday Before Easter

All officers shall receive equivalent time off for these holidays. Replacement days shall be given these officers as jointly determined by the individual officer and the Chief. The holidays set forth in this section shall accrue on the above dates and any officer receiving the benefit of such holiday before it accrues and subsequently terminates his employment with the City agrees to have the City deduct from his final pay check the value of such holiday or holidays received. Officers shall have the option to either take compensatory days off or receive payment.

Computation for holiday pay shall be based on the straight hourly rate at the time the holiday occurs. The computation shall be based on 2,080 hours as of 01-01-91. Payment shall be made on the first payday in the month of December of the current year. Holiday pay cannot be carried over to the following year.

H. SICK LEAVE: Any eligible officer contracting or incurring any non-service connected sickness or disability which renders such officer unable to perform the duties of his employment shall receive sick leave with pay. Eligibility for sick leave shall begin after the completion of six (6) months of employment with the City. Each officer shall accumulate one sick day per month each year. An individual absent three (3) working days or more shall produce a doctor's certificate before returning to work stating that he is physically fit for duty. Officers who are sick and unable to report to work shall notify or cause the officer in charge to be notified at least thirty (30) minutes before the start of the regular shift or assignment or earlier. Officers may accumulate up to a maximum of one hundred twenty (120) sick days retroactive to date of hire. Each sick day shall consist of one workday. The City agrees that it will post a complete list of all officers and their accumulated sick leave between

May 1st and May 15th of each year. Officers shall not be eligible for sick leave in excess of sick days actually earned.

Each officer who accumulates sick leave in excess of one hundred twenty (120) days shall accumulate those additional days in a separate sick bank up to thirty (30) days. The sick days accumulated in the sick bank may not be used by the officer unless he has exhausted his regular sick leave accumulation as a result of a long, severe and continuous illness.

Any employee who exhausts vacation, compensatory time, holidays and sick leave may, at the sole discretion of the Chief, be given an unpaid leave of absence or be terminated.

I. VACATION: Each officer shall receive an earned vacation leave, based upon departmental seniority, on each shift, with pay as follows:

- After one (1) year of service –
Ten (10) days
- After eight (8) years of service –
Fifteen (15) days
- After nine (9) years of service –
Sixteen (16) days
- After ten (10) years of service –
Seventeen (17) days
- After eleven (11) years of service –
Eighteen (18) days
- After twelve (12) years of service –
Nineteen (19) days
- After thirteen (13) years of service –
Twenty (20) days
- After fourteen (14) years of service –
Twenty-one (21) days
- After fifteen (15) years of service –
Twenty-two (22) days
- After sixteen (16) years of service –
Twenty-three (23) days
- After seventeen (17) years of service –
Twenty-four (24) days
- After eighteen (18) years of service –
Twenty-five (25) days

1. Determination by the Chief of Police, or his/her designee, regarding primary vacation picks, which happen to overlap between officers, shall be made by the Chief of Police or his/her designee based upon seniority and minimum staffing needs. Any discrepancies which arise through the use of vacation days shall be assessed and a determination made by the Chief or his/her designee. There shall be only one (1) command officer per shift on vacation or comp time or holiday off time at one time.

2. **Definition:** One (1) week of vacation is defined as not less than four (4) vacation days used in succession, or any combination before, or after off day groupings. Employees cannot use compensatory time in conjunction with vacation days, however a minimum of four (4) vacation days must be used to constitute a primary pick (except as set forth in sub paragraph 3 herein).

3. A (non-primary pick) vacation day used alone, or in groups not to exceed three, will not take precedence over compensatory days or holidays. They will be of equal value. Non-primary vacation usage in conjunction with compensatory days or holidays may be used if these requests do not interfere with the minimum manpower needs.

J. LONGEVITY: The City shall pay longevity pay to officers as follows:

- After five years, \$5.00 per month
- After ten years, \$10.00 per month
- After fifteen years, \$15.00 per month
- After twenty years, \$20.00 per month
- After twenty-five years, \$25.00 per month
- After thirty years, \$30.00 per month

Longevity payments shall commence at the end of the closest payroll period ending after the anniversary date of hire.

K. OVERTIME PAY:

1. **Rank of Sergeant:**

- a. **Normal Overtime:** (Effective 01/01/91) Whenever a sergeant is required to perform work in excess of eight (8) hours per day and/or forty (40) hours per week, said sergeant shall be compensated at a pay rate of time and one-half of the sergeant's hourly base rate. A workweek prior to overtime shall consist of forty (40) hours.
- b. **Call-In Overtime:** When a sergeant is "called in" to work during regularly scheduled off days or during hours when not regularly scheduled to work, he shall receive a minimum compensation of two (2) hours. This provision is restricted to and only covers situations which were not known at least twenty-four (24) hours in advance of occurrence. Court time, school time, parades or any events which are scheduled twenty-four (24) hours prior to their occurrence are specifically excluded from this provision. The Chief shall retain sole discretion to make overtime cash payments.

2. **Rank of Lieutenant:**

- a. Effective January 1, 1996, whenever a lieutenant is required to perform work in excess of eight (8) hours and fifteen (15) minutes in a day and/or forty (40) hours per

week, said lieutenant shall be compensated at a rate of time and one-half and paid as either Compensatory Time off or pay. Any and all compensatory time accrued prior to December 31, 2003, shall be used as compensatory time or "cashed out" at retirement. Lieutenants may not convert compensatory time or request cash for payment as outlined in Article IV, Section K-4(c) & (d) of this agreement. All compensatory time shall be approved by the Chief of Police or in his/her absence, the Captain of Police prior to being placed on the books by the Confidential Executive Secretary.

(d) The Confidential Executive Secretary shall be the custodian of the time records for the lieutenants and shall maintain an accurate accounting of reported and approved compensatory time.

3. **Court Appearances:** Such overtime will stop fifteen (15) minutes after he/she is excused. There shall be a maximum of one-half (1/2) hour travel/preparation time and a minimum of one (1) hour court time. Travel time will only be for travel out of the City of Cudahy.

4. **Compensatory Time:** Compensation taken as time off can be used in full eight (8) hour blocks dependent upon minimum staffing needs, and determined by the Chief or his/her designee. Employees may use comp time off in less than eight (8) hour blocks with the approval of the Chief or his/her designee.

- a. Request for comp time off must be made no less than twenty-four (24) hours prior to the requested date.
- b. Request for comp time off cannot be made more than thirty (30) days in advance of the requested date.
- c. Request to carry over comp time, or request for cash payment, must be made no later than November 30th of the calendar year.
- d. An employee can cash out all, or any portion of his/her accumulated comp time, twice a year, May 30 and November 30, with the approval of the Chief.
- e. The amount of compensatory time which can be accumulated at any one time by sergeants is 80 hours.
- f. The amount of compensatory time which can be accumulated at any one time by lieutenants after December 31, 2003, is 80 hours

g.

L. FUNERAL LEAVE: Funeral leave of up to three (3) days shall be granted for use in the event of a funeral of a member of the immediate family (spouse, domestic partner, children, step-children, parents, step-parents, siblings and step-siblings.) Such leave will only be granted where the officer actually attended the funeral. Such leave shall not be used for recreation purposes. These days shall not be deducted from sick leave and officer shall not be entitled to compensatory time off for any days off or holidays which occur during

the emergency leave. Funeral leave up to one (1) day shall be granted for funerals only of grandparents, grandchild, nieces, nephews, aunts, uncles, brother-in-law and sister-in-law.

M.SEVERANCE PAY: Any officer who applies for and receives retirement benefits under WRS or dies while in the employ of the City shall be entitled to the following severance pay to a beneficiary to be designated by him:

1. **Vacation:** Any officer who is laid off, retired, or separated from the service of the City for any reason other than discharge, prior to taking his earned vacation for a given year, shall be compensated in cash, in a lump sum at the time of his termination, for the unused accumulated vacation at the time of separation as calculated below:

(e) Each officer shall receive full payment at his base hourly rate on the effective date of his resignation for all vacation accrued for the prior year of service which has not been utilized at the time of separation from employment and for all vacation accrued during the current calendar year of service. To determine benefits accrued during the current year of service, divide each complete week of service since the beginning of the calendar year by fifty-two (52) weeks and multiply by the total vacation allotment for the years of service under Section I.

2. **Sick Leave:** Sick leave shall accrue up to 408 days for purposes of sick leave pay-out at retirement. Effective 01-01-00, Employees shall receive their first forty-five (45) days of accumulated sick leave. In addition, employees shall receive one sick leave day of pay for each total increment of twelve accumulated sick leave days beyond the forty-five (45) days to a maximum of sixty-six days pay out at retirement. This section only applies to retirement sick leave benefits and does not impact the sick leave benefits under Section H.
3. **Uniform Allowance:** One-twelfth of the prevailing unpaid annual uniform allowance per full month of employment in the year of termination.
4. **Holiday:** Accrued holiday pay shall be paid at the officer's straight time hourly rate.
5. **Accumulated Compensatory Time:** Earned accumulated compensatory time shall be paid at the rate set forth in this ordinance.

N.BALLISTIC VESTS: Commencing on the date this contract is signed/adopted the City agrees to replace ballistic vests of officers once every 5 years, to be done on a yearly rotational basis. The cost to the City shall not exceed six hundred dollars (\$600) per vest. The employee shall submit a paid receipt. Should the purchase price be less than the stated amount, the employee shall be reimbursed for the actual out of pocket amount expended.

O.SEPARATE CHECK: All holiday pay, uniform allowance, compensatory time, and retroactive pay, if applicable shall be in a separate check.

ARTICLE V
CONFERENCES AND NEGOTIATIONS

Conferences and negotiations shall be carried on between the City of Cudahy and the Cudahy Professional Police Supervisor's Association during the year of 2009 as follows:

Step 1. Submission of Association bargaining requests in writing by July 1st to the Labor Negotiator and Common Council.

Step 2. The Labor Negotiator will advise the Association by July 31, in writing, of the position of the City concerning its bargaining requests.

Step 3. Negotiations to begin after the response of the City but in no event later than August 1.

It is agreed that the dates specified in this timetable are subject to adjustment by mutual agreement of the parties consistent with the progress of negotiations. It is also agreed that the proposals submitted by both parties shall contain, if applicable, the cost of each proposal.

ARTICLE VI
NO STRIKE

a. **STRIKE PROHIBITED:** Neither the Association or any officer, agent or employee will sponsor, engage in, encourage, or condone any strike, sympathy strike, picketing, (except informational picketing during non-duty hours) slowdown, concerted work stoppage, refusal to work overtime, as reasonably determined by the Chief (or his designee) or any other intentional interruption of work during the term of this agreement.

b. **BARGAINING UNIT ACTION:** Upon notification by the employer to the bargaining unit that certain of its employees are engaged in a violation of this provision, the bargaining unit shall immediately, in writing, order such employees to return to work, provide the employer with a copy of such an order, and a responsible official of the bargaining unit shall promptly order them to return to work. In the event that a strike or other violation not authorized by the bargaining unit occurs, the bargaining unit agrees to take all reasonable, effective and affirmative action to secure the employee's return to work as promptly as possible. Failure of the bargaining unit to issue the orders and take the action required herein shall be considered in determining whether or not the bargaining unit caused or authorized the strike.

c. **PENALTIES:** Any or all of the employees who violate any of the provisions of this section may be discharged or disciplined by the employer, including loss of compensation, vacation benefits and holiday pay. In any arbitration proceedings involving breach of these provisions, the sole questions for the arbitrator to determine is whether the employee engaged in the prohibited activity.

In addition to penalties provided herein, the employer may enforce any other legal rights and remedies to which by law it is entitled.

ARTICLE VII
MANAGEMENT RIGHTS

The City possesses the sole right to operate the Police Department and all management rights repose in it. These rights include, but are not limited to, the following:

- A. To direct all operations of the Department.
- B. To establish reasonable work rules and schedules of work.
- C. To create, combine, modify and eliminate positions within the Department.
- D. To hire, promote, transfer, schedule and assign employees in positions within the Department.
- E. To suspend, demote, discharge and take other disciplinary action against employees.
- F. To relieve employees from their duties.
- G. To maintain efficiency of department operations.
- H. To take whatever action is necessary to comply with State or Federal law.
- I. To introduce new or improved methods or facilities.
- J. To change existing methods or facilities.
- K. To determine the kinds and amounts of services to be performed as pertains to department operations, and the number and kind of classifications to perform such services.
- L. To contract out for goods or services.
- M. To determine the methods, means and personnel by which department operations are to be conducted.

N. To take whatever action is necessary to carry out the functions of the department in situations or emergency.

ARTICLE VIII

SENIORITY

Seniority shall be based on rank (Sergeant or Lieutenant) and time within the rank. Seniority shall be the basis for determining vacation and compensatory time off. Seniority will not be based on time within the bargaining unit.

ARTICLE IX

MEMBERSHIP

The Cudahy Police Supervisors Association shall inform the City of Cudahy's bargaining representative who their representative is. All communication, verbal or written, shall be submitted through that representative.

ARTICLE X

SWITCHING DAYS

The switching of workdays will be allowed between command officers only.

1. When two command officers agree to switch, it is the responsibility of the officer who agreed to switch to report as scheduled or find a replacement at no additional cost to the City.

ARTICLE XI

RESIDENCY

Effective January 1, 2013, employees shall reside within fifteen (15) miles of the jurisdictional boundaries of the City Limits.

ARTICLE XII
NOTICE OF SEVERANCE
OR RETIREMENT

Two (2) weeks notice must be given to the City in the event that an employee voluntarily resigns their employment with the City.

A sixty (60) calendar day notice must be given to the City in the event of retirement, unless the departure is for employment to an agency other than a contributor to the Wisconsin Retirement Fund (WRF). If these notices are not provided in accordance with this section, the accrued vacation under Article 4, I. Vacation, and Article 4, M. Severance Pay, would be forfeited.

This section shall not apply in the event of a catastrophic illness or injury.

ARTICLE XIII
DURATION

The terms of this ordinance are effective from January 1, 2013 through and including December 31, 2015.

ARTICLE XIV
AMERICANS WITH DISABILITIES ACT

The Employer and the Union agree to comply with the Americans with Disabilities Act. The Employer and the Union mutually agree that an individual with a disability as covered by the Americans with Disabilities Act is eligible for, upon request, reasonable accommodation as defined in the Act. In the event the Employer finds it necessary to accommodate the disability of an applicant or employee whose work is within the parameters of Ordinance No. 1720, the Employer may modify job responsibilities, job assignment or work schedule. The Employer will inform the Union of the need and the reasons therefore. The Employer and the union will discuss and work what is necessary to accommodate the disabled employee.

Introduced by the Personnel Committee.

PASSED AND ADOPTED by the Common Council of the City of Cudahy on this _____ day of _____, 2014.

JOHN HOHENFELDT, Mayor

Attest:

DENNIS BRODERICK, City Clerk

ADOPTED: _____
APPROVED: _____
PUBLISHED: _____

Prepared By: **PAUL T. EBERHARDY** City Attorney
Wis. State Bar No. 1045304